

# EXHIBIT 1



## **PRODUCER COMPENSATION NOTICE**

You can review and obtain information on The Hartford's producer compensation practices at [www.TheHartford.com](http://www.TheHartford.com) or at 1-800-592-5717.

POLICY NUMBER: 10 SBA VP9803



**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.**

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

**Terrorism Premium:**

\$ 53.00

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

**B. The following definition is added with respect to the provisions of this endorsement:**

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
  - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
  - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

**C. Disclosure Of Federal Share Of Terrorism Losses**

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

**D. Cap On Insurer Liability for Terrorism Losses**

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

**E. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

**F. All other terms and conditions remain the same.**



## IMPORTANT NOTICE TO POLICYHOLDERS

<b>ERISA - EMPLOYEE DISHONESTY</b>
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You are receiving this notice because your renewal policy contains ERISA-EMPLOYEE DISHONESTY.

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that sets rules and standards of conduct for private sector employee benefit plans and those that invest and manage their assets. One of ERISA's requirements is that people who handle plan funds and other property must be covered by a fidelity bond to protect the plan from losses due to fraud or dishonesty.

Please be advised that on or before the beginning of each plan year, the plan administrator or other plan fiduciary must ensure that the plan has the legally required bonding amount for the individuals who will handle the plan's funds and other property. If necessary, the plan administrator or other plan fiduciary may need to obtain appropriate adjustments or additional protection to ensure that the coverage will be in compliance for the new plan year.

If you wish to adjust the amount of your ERISA fidelity bond, please reach out to your agent or Hartford representative.

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 10 SBA VP9803 SB

ROUTING INSTRUCTIONS

\_SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

POLICY FACE SHEET

03  
98 INSURER:  
VP SENTINEL INSURANCE COMPANY, LIMITED  
SBA

POLICY NO. 10 SBA VP9803 SB

RECORDS RETENTION - PERMANENT

DECLARATIONS  
ITEMS

1. NAMED INSURED AND  
MAILING ADDRESS:

SHARDE HARVEY DDS PLLC  
SEE FORM SS1235  
121 E 60TH ST STE 1B  
NEW YORK, NEW YORK  
NY. 10026

2. POLICY PERIOD:

12/16/19	12/16/20	1
INCEPTION	EXPIRATION	YEAR

AGENT'S CODE: 152345  
AGENT'S NAME: MOGIL ORGANIZATION LLC

PREVIOUS POLICY NO. 10 SBA VP9803

3. THE NAMED INSURED IS: LIMITED LIAB CORP

POLICY STATUS: ACTIVE  
LOB LEVEL OF SUPPORT: SP-S  
MARKET SEGMENTATION: 890

SELECT CUSTOMER  
DIRECT ACCOUNT BILL NUMBER - 12847991  
DEDUCTIBLE  
LOSS PAYEE  
ADDITIONAL INSURED(S)

AUTOMATICALLY BOOKED  
ABBREVIATED POLICY ISSUED

TRANS TYPE: RENL CNTL#: 001  
POLICY FACE SHEET TERMINAL ID: TCPC1039 PAGE 2  
09/17/19 10 SBA VP9803 SB (12/16/20)

03 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
 98 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
 VP insurance company of The Hartford Insurance Group shown below.

SBA

**INSURER:** SENTINEL INSURANCE COMPANY, LIMITED  
 ONE HARTFORD PLAZA, HARTFORD, CT 06155  
**COMPANY CODE:** A

**Policy Number:** 10 SBA VP9803 SB



## SPECTRUM POLICY DECLARATIONS

**Named Insured and Mailing Address:** SHARDE HARVEY DDS PLLC  
 (No., Street, Town, State, Zip Code) SEE FORM SS 12 35  
 121 E 60TH ST STE 1B  
 NEW YORK NY 10026

**Policy Period:** From 12/16/19 To 12/16/20 1 YEAR  
 12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

**Name of Agent/Broker:** MOGIL ORGANIZATION LLC  
**Code:** 152345

**Previous Policy Number:** 10 SBA VP9803

**Named Insured is:** LIMITED LIAB CORP

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** SPECIAL

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

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**TOTAL ANNUAL PREMIUM IS:** \$2,679

NEW YORK FIRE FEE: \$ 29.78

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*Suean L. Castaneda*  
 Countersigned by  
 Authorized Representative

09/17/19  
 Date



**SPECTRUM POLICY DECLARATIONS (Continued)****POLICY NUMBER:** 10 SBA VP9803

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001      **Building:** 001121 E 60TH ST STE B  
NEW YORK      NY 10026**Description of Business:**

Medical Office - Dentist

**Deductible:** \$ 2,500 PER OCCURRENCE

WINDSTORM OR HAIL: 5% (FORM SS 82 23)

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE****BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY****REPLACEMENT COST**      \$ 894,500**PERSONAL PROPERTY OF OTHERS****REPLACEMENT COST**      NO COVERAGE**MONEY AND SECURITIES**INSIDE THE PREMISES      \$ 10,000  
OUTSIDE THE PREMISES      \$ 5,000**LOSS PAYEE:** APPLIES

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 10 SBA VP9803

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001      **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE    LIMITS OF INSURANCE  
TO THIS LOCATION**

SUPER STRETCH FOR MEDICAL OFFICES  
FORM SS 04 93  
THIS FORM INCLUDES MANY ADDITIONAL  
COVERAGES AND EXTENSIONS OF  
COVERAGES. A SUMMARY OF THE  
COVERAGE LIMITS IS ATTACHED.

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 10 SBA VP9803

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE  
TO ALL LOCATIONS**

BUSINESS INCOME AND EXTRA EXPENSE  
COVERAGE 12 MONTHS ACTUAL LOSS SUSTAINED  
COVERAGE INCLUDES THE FOLLOWING  
COVERAGE EXTENSIONS:

ACTION OF CIVIL AUTHORITY: 30 DAYS  
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE  
COVERAGE FOR DIRECT PHYSICAL LOSS  
DUE TO:  
MECHANICAL BREAKDOWN,  
ARTIFICIALLY GENERATED CURRENT  
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES  
THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES \$ 50,000  
EXPEDITING EXPENSES \$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY  
APPLIES WHEN BUILDING OR BUSINESS  
PERSONAL PROPERTY IS SELECTED ON  
THE POLICY

IDENTITY RECOVERY COVERAGE \$ 15,000  
FORM SS 41 46

**SPECTRUM POLICY DECLARATIONS (Continued)****POLICY NUMBER:** 10 SBA VP9803

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
<b>LIABILITY AND MEDICAL EXPENSES</b>	\$1,000,000
<b>MEDICAL EXPENSES - ANY ONE PERSON</b>	\$ 10,000
<b>PERSONAL AND ADVERTISING INJURY</b>	\$1,000,000
<b>DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES</b>	\$1,000,000
<b>AGGREGATE LIMITS</b>	
<b>PRODUCTS-COMPLETED OPERATIONS</b>	\$2,000,000
<b>GENERAL AGGREGATE</b>	\$2,000,000

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

<b>HIRED/NON-OWNED AUTO LIABILITY FORM: SS 01 97</b>	\$1,000,000
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**CYBERFLEX COVERAGE  
FORM SS 40 26**

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 10 SBA VP9803

**BUSINESS LIABILITY OPTIONAL COVERAGES**  
**(Continued)**

**LIMITS OF INSURANCE**

**UNMANNED AIRCRAFT LIABILITY**  
**FORM: SS 42 06**

**SPECTRUM POLICY DECLARATIONS (Continued)****POLICY NUMBER:** 10 SBA VP9803**LOSS PAYEE :**  
**FORM SS 12 12**BANK OF AMERICA, NA, ISAOA  
600 N CLEVELAND AVE, SUITE 300  
WESTERVILLE, OH. 43082  
BUSINESS PERSONAL PROPERTY**PROPERTY:****Form Numbers of Forms and Endorsements that apply:**

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 60 09 15	SS 00 61 07 19	SS 00 64 09 16	SS 12 35 03 12
SS 01 26 07 18	SS 01 97 09 09	SS 42 06 03 17	SS 04 19 04 09
SS 04 22 07 05	SS 04 30 07 05	SS 04 39 07 05	SS 04 41 03 18
SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05	SS 04 46 09 14
SS 04 47 04 09	SS 04 78 12 17	SS 04 80 03 00	SS 04 86 03 00
SS 04 93 09 07	SS 40 18 07 05	SS 40 26 04 05	SS 41 46 12 17
SS 41 51 10 09	IH 10 01 09 86	SS 05 47 09 15	SS 51 06 01 15
SS 51 11 03 17	SS 12 12 03 92	106373	IH 99 40 04 09
IH 99 41 04 09	SS 82 23 09 15	SS 83 76 01 15	SS 84 19 09 07
SS 89 93 07 16			
IH 12 00 11 85 .			

**POLICY NUMBER:** 10 SBA VP9803



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS**

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

SHARDE HARVEY DDS PLLC  
DBA UPPER EAST DENTAL INNOVATIONS



# SUPER STRETCH FOR MEDICAL OFFICES SUMMARY

## SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch for Medical Offices Coverage form SS 04 93 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 93 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

<b>Blanket Coverage Limit of Insurance: \$150,000</b>
<b>Blanket Coverages</b>
Accounts Receivable- On/Off Premises
Computers and Media
Debris Removal
Personal Property of Others
Temperature Change
Valuable Papers and Records- On/Off Premises

<b>Coverage</b>	<b>Limit</b>
Brands and Labels	Up to Business Personal Property Limit
Claims Expense	\$ 10,000
Computer Fraud	\$ 5,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers- Worldwide Coverage	\$ 10,000
Off Premises Service – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs and Sets	Up to Business Personal Property Limit
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 5,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$50,000
Tenants Building and Business Personal Property	\$ 20,000
Coverage- Required by Lease	
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000



The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<b>Coverage</b>	<b>Limit</b>
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 25,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 25,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

<b>Coverage</b>	<b>Limit</b>
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 50,000/ 7 days
Business Income from Dependent Properties	\$ 25,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<b>Coverage</b>	<b>Limit</b>
Extended Business Income	90 Days

The following changes apply to Loss Payment Conditions:

<b>Coverage</b>	<b>Limit</b>
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included

POLICY NUMBER: 10 SBA VP9803



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

#### SCHEDULE

<input type="checkbox"/>	<b>Option 1:</b> If an "X" is shown in this box, Bodily Injury and Property Damage coverage for Unmanned Aircraft applies and the Unmanned Aircraft Exclusion in Paragraph <b>A.1.g.(1)</b> of this endorsement does not apply.
<input type="checkbox"/>	<b>Option 2:</b> If an "X" is shown in this box, Personal And Advertising Injury coverage for Unmanned Aircraft applies and the Unmanned Aircraft - Personal And Advertising Injury Exclusion in Paragraph <b>A.2.</b> of this endorsement does not apply.

Except as otherwise stated in this endorsement or the schedule above, the terms and conditions of the policy apply to the insurance stated below.

**A. The following changes are made to Section B.1., EXCLUSIONS:**

1. Paragraph **g., Aircraft, Auto or Watercraft**, is deleted and replaced with the following:

**g. Aircraft, Auto or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft

owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

Paragraph **g. (2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 51 feet long; and
  - (ii)** Not being used to carry persons for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

- (e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 f. (2) or f. (3) of the definition of "mobile equipment"; or
  - (f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.
2. The following is added to Section B. **EXCLUSIONS** Paragraph p., **Personal and Advertising Injury**:
- Unmanned Aircraft - Personal and Advertising Injury**
- Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".
- However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:
- (a) Infringement, in your "advertisement", of:
    - (i) Copyright;
    - (ii) Slogan; or
    - (iii) Title of any literary or artistic work; or
  - (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".
- B. The following changes apply to Section G. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:
- 1. The following definition is added:
 

"Unmanned aircraft" means an aircraft that is not:

    - a. Designed;
    - b. Manufactured; or
    - c. Modified after manufacture

to be controlled directly by a person from within or on the aircraft.

**POLICY NUMBER:** 10 SBA VP9803



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



**Named Insured:** SHARDE HARVEY DDS PLLC

**Policy Number:** 10 SBA VP9803

**Effective Date:** 12/16/19

**Expiration Date:** 12/16/20

**Company Name:** SENTINEL INSURANCE COMPANY, LIMITED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

## COMMERCIAL LINES AUTOMATION - SPECTRUM SUMMARY

PAGE 4

## POLICY INFORMATION

NAMED INSURED: SHARDE HARVEY DDS PLLC  
 AGENT CODE AND NAME: 152345 MOGIL ORGANIZATION LLC  
 COMPANY CODE AND NAME: A SENTINEL INSURANCE COMPANY, LIMITED  
 EFFECTIVE DATE: 12/16/19 EXPIRATION DATE: 12/16/20  
 AUDIT PERIOD: NON-AUDITABLE

POLICY AUTOMATICALLY BOOKED

REPLACEMENT COST APPLIES TO BPP

SPECTRUM PROPERTY DEDUCTIBLE: \$2,500

COVERAGES	LIMITS OF LIABILITY	PREMIUMS
POLICY BASE PREMIUM		\$69.00
BUSINESS PERSONAL PROPERTY	\$894,500	\$1,349.00
BUSINESS INCOME/EXTRA EXPENSE		\$536.00
EQUIPMENT BREAKDOWN	INCLUDED	\$105.00
BUSINESS LIABILITY		
PREMISES/OPERATIONS	\$1,000,000	\$165.00
DAMAGES TO PREMISES RENTED TO YOU		
ANY ONE PREMISES	\$1,000,000	INCLUDED
MONEY AND SECURITIES		
INSIDE-PREMISES	\$10,000	
OUTSIDE-PREMISES	\$5,000	INCLUDED
IDENTITY RECOVERY	\$15,000	INCLUDED
NON-OWNED AUTOMOBILE	\$1,000,000	\$126.00
SUPER STRETCH FOR MEDICAL OFFICES		\$276.00
TERRORISM COVERAGE		\$53.00
	TOTAL	\$2,679.00
	FACTOR	
NEW YORK FIRE FEE	.0125	\$29.78

DIRECT ACCOUNT BILL NUMBER - 12847991

POLICY # 10SBAVP9803 SB CONTROL # 001 TERM ID TCPC1039  
 PROCESS DATE 09/17/19 OPER INITIALS TEJ AAR PREV POL # 10SBAVP9803

## PRODUCER'S FACT SHEET

NAMED INSURED: SHARDE HARVEY DDS PLLC  
SEE FORM SS 12 35

POL #: 10 SBA VP9803 SB

PRODUCER'S NAME: PRODUCER'S CODE: 152345  
MOGIL ORGANIZATION LLC

POL EFF DATE: 12/16/19 POL EXP DATE: 12/16/20

DIRECT ACCOUNT BILL NUMBER - 12847991

TRANSACTION TYPE: RENEWAL

TOTAL POLICY PREMIUM: \$2,708.78 (INCLUDES SURCHARGES)

THIS SPECTRUM RENEWAL POLICY PREMIUM REFLECTS THE HARTFORD'S RECOGNITION OF ANY CHANGES TO THE INSURED'S BUSINESS AND ASSOCIATED RISK ATTRIBUTES THAT HAVE OCCURRED DURING THE PREVIOUS POLICY TERM. THIS MAY INCLUDE CHANGES IN EXPOSURE, RECENT LOSS HISTORY OR OTHER CHARACTERISTICS THAT HAVE BECOME KNOWN TO US THROUGH THE UNDERWRITING PROCESS.

## COMMISSION BREAKDOWN

	POLICY PREMIUM	COMMISSION PERCENTAGE
SPECTRUM	\$2,679.00	15.0
NY SRCH	\$29.78	0.0
TOTAL	\$2,708.78	

FORM	TITLE
SS 00 01 03 14	POLICY FRONT COVER
SS 00 02 12 06	SPECTRUM POLICY DECLARATIONS
SS 00 05 10 08	COMMON POLICY CONDITIONS
SS 00 07 07 05	SPECIAL PROPERTY COVERAGE FORM
SS 00 08 04 05	BUSINESS LIABILITY COVERAGE FORM
SS 00 60 09 15	BUSINESS LIABILITY COVERAGE FORM AMENDATORY ENDORSEMENT
SS 00 61 07 19	SPECIAL PROPERTY COVERAGE AMENDATORY ENDORSEMENT
SS 00 64 09 16	BUSINESS LIABILITY COVERAGE FORM AMENDATORY-SUPPLEMENTARY PAYMENTS
SS 12 35 03 12	AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS
SS 01 26 07 18	NEW YORK CHANGES
SS 01 97 09 09	HIRED AUTO AND NON-OWNED AUTO LIABILITY - NEW YORK
SS 42 06 03 17	UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT
SS 04 19 04 09	BUSINESS INCOME EXTENSION FOR OFF-PREMISES UTILITY SERVICES
SS 04 22 07 05	FINE ARTS
SS 04 30 07 05	TRANSIT COVERAGE- PROPERTY IN THE CARE OF CARRIERS FOR HIRE
SS 04 39 07 05	ACCOUNTS RECEIVABLE
SS 04 41 03 18	COMPUTERS AND MEDIA
SS 04 42 03 17	EMPLOYEE DISHONESTY COVERAGE
SS 04 44 07 05	OUTDOOR SIGNS
SS 04 45 07 05	PERSONAL PROPERTY OF OTHERS
SS 04 46 09 14	TEMPERATURE CHANGE

PRODUCER'S FACT SHEET PAGE 1  
09/17/19 10 SBA VP9803 SB (12/16/20)

## PRODUCER' S FACT SHEET (CONTINUED) POL #: 10 SBA VP9803 SB

SS 04 47 04 09	VALUABLE PAPERS AND RECORDS
SS 04 78 12 17	BUSINESS INCOME FROM DEPENDENT PROPERTIES
SS 04 80 03 00	CRIME COMMON CONDITIONS AND EXCLUSIONS
SS 04 86 03 00	FORGERY COVERAGE
SS 04 93 09 07	SUPER STRETCH FOR MEDICAL OFFICES
SS 40 18 07 05	OFF-PREMISES UTILITY SERVICES - DIRECT DAMAGE
SS 40 26 04 05	CYBERFLEX COVERAGE
SS 41 46 12 17	IDENTITY RECOVERY COVERAGE FOR BUSINESSOWNERS AND EMPLOYEES - NEW YORK
SS 41 51 10 09	BUILDING LIMIT- AUTOMATIC INCREASE REVISION
IH 10 01 09 86	PERILS SPECIFICALLY EXCEPTED
SS 05 47 09 15	EXCLUSION - NUCLEAR ENERGY LIABILITY
SS 51 06 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
SS 51 11 03 17	EXCLUSION - UNMANNED AIRCRAFT (PROPERTY)
G-3418-0	PRODUCER COMPENSATION NOTICE
IH 12 00 11 85	.
PC-374-0	IMPORTANT NOTICE TO POLICYHOLDERS
SS 12 12 03 92	LOSS PAYABLE PROVISIONS
100722RV11	INSURANCE POLICY BILLING INFORMATION
106373	IMPORTANT INFORMATION FOR NEW YORK PROPERTY OWNERS AND TENANTS
IH 99 40 04 09	U.S. DEPT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
IH 99 41 04 09	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
SS 82 23 09 15	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
G-3167-1	POLICYHOLDER NOTICE WINDSTORM OR HAIL OR HURRICANE COVERAGE
G-4159-0	THANK YOU FOR RENEWING (IMPORTANT NOTICE TO OUR POLICY HOLDERS-SPECTRUM RENEWAL PACKAGE)
SS 83 76 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
SS 84 19 09 07	SUPER STRETCH FOR MEDICAL OFFICES SUMMARY
SS 89 93 07 16	IMPORTANT NOTICE TO POLICYHOLDERS - THE HARTFORD CYBER CENTER WEBSITE
SS 90 30 06 18	IMPORTANT NOTICE TO POLICYHOLDERS - ERISA EMPLOYEE DISH ONESTY
DOS-0347	N.Y. HAZARDOUS MATERIAL REPORT



# Important Information For New York Property Owners and Tenants

**As a result of New York Labor Law Section 240, you may be liable for injuries to contractors you hire to do work at or on your property.  
Learn more about this law and what you can do to reduce your risk.**

As a New York property owner or a tenant who hires contractors to repair, alter, paint, erect, demolish, clean or point a building or structure under New York Law Section 240, you may be liable for injuries sustained by the contractor's workers who fall from heights or who are struck by falling objects.

This law places responsibility for worksite safety on owners and tenants who hire contractors. Liability under New York Labor Law Section 240 may be imposed regardless of whether the property owner exercised supervision or control over the injured worker.

## **Examples of Claims and Lawsuits**

Contractors often work at heights and use ladders, scaffolding or other devices in order to get a job done. It would not be uncommon for a contractor's employee (injured in a fall from a height on your property) to bring a legal action against you or your company. Examples of situations that resulted in a claim and/or lawsuit under Section 240 of the New York Labor Law include:

- A maintenance worker fell from a ladder and was injured while taking down ceiling tiles for a store owner to correct a drafty condition created by improperly installed ceiling insulation.
- Trade Association hired a contractor to assist in installing a stage. Plaintiff, an employee of the contractor, fell four feet and was injured.
- A worker was injured when he fell from an elevated height while removing and replacing piping for a machine oil supply and return system for our manufacturing risk.
- A worker was injured in a fall from a steel beam. There was no scaffold beneath the beam.

In each of these cases, the property owner or business owner was alleged to be liable based on the fact that they had hired a contractor to do work.

## **Impact on Insurance Coverage**

Claims and lawsuits under Section 240 of the New York Labor Law may have an adverse effect on your company's finances and insurance program.

- The most significant risk is a judgment against your company in excess of your policy's limit of liability. Some claims based on this law have been \$1 million or more.
- Your future insurance premiums may increase as a result of lawsuits against your company.
- Because favorable claim history is a key component of your insurability, liability insurance may become difficult to obtain.

## Reducing Your Risk

There are a few simple risk management techniques that should be considered in consultation with your attorney or insurance agent to help reduce the chances of your business being involved in litigation:

1. Prior to the start of any work, have a written contract in place that includes an appropriate indemnification clause. Ensure that all contracts and indemnification clauses are reviewed by a qualified attorney prior to signing.
2. Be named as a "primary" and "non-contributory" Additional Insured on the contractor's General Liability Policy. This method of transferring risk could be significant in the event of a loss.
3. Only hire reputable contractors to perform work of any kind on your property, whether owned or leased. Pre-qualify contractors by reviewing previous work, securing recommendations from previous customers, reviewing the contractor's financial condition, inquiring about past losses, and ensuring the contractor has adequate and appropriate insurance coverage, including Workers' Compensation coverage.
4. Require all contractors you hire to strictly follow all OSHA and NY State Industrial Regulations. Ensure that the contractor is aware of the applicable regulations and laws that apply to this exposure.

Taking these simple steps will help minimize the possibility of the New York Labor Law having an adverse effect on your company's finances and insurance program, as a result of hiring a contractor. For more information about how The Hartford can help meet your business' risk management and insurance needs, please contact your agent.

### **New York Labor Law Section 240 (1) provides, in part, as follows:**

"All contractors and owners and their agents, except owners of one and two-family dwellings who contract for but do not direct or control the work, in the erection, demolition, repairing, altering, painting, cleaning or pointing of a building or structure shall furnish or erect, or cause to be furnished or erected for the performance of such labor, scaffolding, hoists, stays, ladders, slings, hangers, blocks, pulleys, braces, irons, ropes and other devices which shall be so constructed, placed and operated as to give proper protection to a person so employed."

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